

AMENDED AND RESTATED

INTERLOCAL COOPERATION AGREEMENT

AMONG

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
and
THE KENTUCKY COUNTIES OF
BULLITT, HENRY, OLDHAM, SHELBY,
SPENCER AND TRIMBLE

FOR A

GREATER LOUISVILLE
WORKFORCE INVESTMENT AREA AND BOARD

This Amended and Restated Interlocal Cooperation Agreement ("Agreement") is made between Louisville/Jefferson County Metro Government and the Kentucky Counties of Bullitt, Henry, Oldham, Shelby, Spencer and Trimble, (hereinafter referred to as "Parties") all entities being bodies corporate and politic of the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, the Kentucky Interlocal Cooperation Act (hereinafter referred to as "State Act"), KRS 65.210 through 65.300, permits the Parties to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to thereby provide services and facilities in a manner and form that will best accord with geographic, economic, population and other factors which influence the needs and development of local communities; and

WHEREAS; the Workforce Investment Act of 1998 (hereinafter referred to as the "Federal Act"), enacted by the Congress of the United States, provides for federal Department of Labor funds to be granted to the several states, and for each state to designate Local Workforce Areas within the state, for the delivery of services and programs under the Federal Act; and

WHEREAS, the Governor of the Commonwealth of Kentucky, pursuant to Section 116(a)(3)(A)(i)(ii) of the Federal Act, has designated the geographic area encompassing the above named governmental entities as a Local Workforce Investment Area (hereinafter referred to as "WIA"); and

WHEREAS, the Parties, pursuant to the provisions of the Federal Act, entered into an Interlocal Cooperation Agreement approved January 2, 2002, and now wish to amend and restate that Interlocal Cooperation Agreement; and

WHEREAS, this Agreement shall amend and restate the Interlocal Cooperation Agreement between the Parties and supersede all prior Interlocal Agreements between the parties; and

WHEREAS, the Counties of Jefferson, Bullitt, Henry, Trimble, Oldham, Spencer and Shelby shall collectively be referred to as the "Greater Louisville Area" for purposes of this Agreement; and

WHEREAS, it is the intent of the Mayor of Louisville/Jefferson County Metro Government (hereafter "Mayor") and the County Judge/Executives for the Counties of Bullitt, Henry, Trimble, Oldham, Spencer and Shelby (hereafter "County Judge/Executives") that this Agreement constitute the Agreement which specifies the respective roles of the individual chief elected officials pursuant to Section 117(c)(1)(B) of the Federal Act;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND UNDERSTANDINGS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

- 1. EXECUTION OF AGREEMENT AND EFFECTIVE DATE.** This Agreement shall become valid upon its approval by the Metro Council of Louisville/Jefferson County Metro Government and by the Bullitt, Henry, Oldham, Shelby, Spencer, Trimble County Fiscal Courts, and due execution pursuant thereto by the Mayor and by the County Judge/ Executives (hereinafter referred to collectively as "Chief Elected Officials"), and upon approval of the Attorney General's Office of the Commonwealth of Kentucky under KRS 65.260, as amended. In complying with the State Act, a copy of this Agreement, after its approval by the Metro Council of Louisville/Jefferson County Metro Government and by the Bullitt, Henry, Oldham, Shelby, Spencer, Trimble County Fiscal Courts and due execution pursuant thereto by the Chief Elected Officials, shall be submitted to the Attorney General's Office of the Commonwealth of Kentucky under KRS 65.260, as amended, and shall similarly be duly recorded in the Office of the Jefferson County Court Clerk and the Kentucky Secretary of State's Office pursuant to KRS 65.290.
- 2. AGREEMENT DURATION.** This Agreement shall endure for a period equal to the period of the Grant or Grants to the WIA. The agreement shall continue in effect until terminated by a Party by giving written notice of such termination to the other Parties at least ninety days in advance of the expiration date of the last remaining grant or grants issued to the WIA.
- 3. CREATION.** Pursuant to Section 117 of the Federal Act and KRS 65.250(b) and (c), the Parties pursuant to this Agreement have created a Workforce Investment Board known as the Greater Louisville Workforce Investment Board, Inc. (hereinafter referred to as "GLWIB"). GLWIB shall set policy and serve the WIA of the Commonwealth of Kentucky encompassing the Counties of Jefferson, Bullitt, Henry, Oldham, Shelby, Spencer, and Trimble. The GLWIB has previously been certified by the Governor as provided by Section 117(c)(2) of the Federal Act. The Parties agree to respectively accept responsibility for the operation of the program to the extent consistent with local law and the laws of the Commonwealth of Kentucky and Federal law.
- 4. REPRESENTATIVES.**
 - (A) The representatives comprising the GLWIB shall be selected in accord with the provisions of Section 117(b)(1) of the Federal Act. The Chairperson shall be selected by majority vote from among members of the GLWIB who are representatives of the Private Sector as provided in Section (A)(1) below. Vacancies shall be filled in the same manner as the original appointment. Representatives, at a minimum, shall include those listed below and specifically set out in Exhibit 1, but may also include such other individuals or representatives of entities as the Parties may determine to be appropriate in accordance with Section 117(b)(1) of the Federal Act.
 - (1) **Private Sector Representation.** In accordance with Section 117(b)(4) of the Federal Act, a majority of the members of the GLWIB shall be representatives of business in the Greater Louisville area, herein referred to as Private Sector Representatives. Private Sector Representatives shall be owners of businesses, chief executives or operating

officers of businesses, and other business executives or employers with optimum policy making or hiring authority. Private Sector Representatives shall represent businesses with employment opportunities that reflect the employment opportunities of the Greater Louisville area and shall be appointed from nominations of local business organizations and business trade associations in the Greater Louisville area.

- (2) **Labor organization Representation.** The GLWIB shall include representatives of labor organizations, nominated by local labor organizations in the Greater Louisville area, including, but not limited to, the Louisville Building and Construction Trades Council.
- (3) **Community Based Organizations Representation.** The GLWIB shall include representatives of community based organizations in the Greater Louisville area (including organizations representing individuals with disabilities and veterans).
- (4) **Economic Development Agency Representation.** The GLWIB shall include representatives of economic development agencies including private sector economic development entities in the Greater Louisville area.
- (5) **One Stop Partner Representation.** The GLWIB shall include representatives of each of the One Stop Partners (as defined by Section 121(b)(1)(B) of the Federal Act and the U.S. Department of Labor).
- (6) **Local Educational Entity Representation.** The GLWIB shall include representatives of local educational entities from the Greater Louisville area, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and post-secondary educational institutions (including representatives of community colleges), selected from among individuals nominated by regional or local educational agencies, institutions or organizations representing such local educational entities.

- (B) Members of the board that represent organizations, agencies or other entities shall be individuals with optimum policymaking authority within the organizations, agencies and entities.

5. APPOINTMENTS TO GLWIB.

- (A) The Mayor and the County Judge/Executives agree that each shall make appointments to the GLWIB as provided in Exhibit 1.
- (B) Nomination of Representatives. The Mayor and the County Judge/Executives shall appoint members to the Board in accord with Section 117(b)(1) of the Federal Act.
- (C) Terms of Office. The term of office for each Membership position shall be fixed and the expiration dates shall be staggered according to a plan to be adopted by the Board. No full term shall be less than 3 years. In the event of a resignation or disqualification of a representative, his replacement shall serve for the balance of the unexpired term.
- (D) Proxies. Duly certified Representatives may designate proxies to attend meetings of the GLWIB in their absence, but each representative attending or voting pursuant to a proxy must possess the same qualifications as the Representative for whom he acts. No employee of the designated grant recipient shall attend or vote pursuant to a proxy.
- (E) Conflict of Interest. A member of the GLWIB may not:

- (1) vote on a matter under consideration by the GLWIB:
 - (a) regarding the provision of services by such member (or by an entity that such member represents); or
 - (b) that would provide direct financial benefit to such member or the immediate family of such member; or
- (2) engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

6. PRESIDENT/EXECUTIVE DIRECTOR. The Mayor and Chairperson of the GLWIB shall unanimously appoint a President/Executive Director of the GLWIB. The President/Executive Director of the GLWIB may be removed with or without cause by the Mayor and the Chairperson of the GLWIB, upon thirty days written notice to the President/Executive Director and to the GLWIB. This authority, to appoint and remove President/Executive Director, may not be delegated to an authorized Director. This authority, to appoint and remove a President/Executive Director, may not be delegated to an authorized representative. In the case of the removal of the President/Executive Director, a new President/Executive Director shall be appointed as soon as possible in the manner described herein. The President/Executive Director shall have the power to make and enter into contracts on behalf of the GLWIB, hire staff, transact other business on behalf of the GLWIB in its daily activities and such other duties and powers that may be provided in the Bylaws of the GLWIB.

7. COMPLIANCE WITH LAW. In all respects, the GLWIB shall be established and organized according to the provisions of this Agreement and Section 117 of the Federal Act, and in the event of a conflict between this Agreement and the Act relating to such establishment and organization, the Federal Act and the regulations promulgated pursuant thereto shall control. Should any Representative, during his term of office, cease to be qualified to serve by virtue of a change in his employment or termination of the relationship which previously qualified him for representational membership on GLWIB, he shall within 60 days of the change or termination resign and shall be replaced, after appropriate certification, by a Representative who is in all respects qualified, pursuant to this Agreement and State Policy.

8. FUNCTIONS OF THE GLWIB. The GLWIB shall, in accordance with Section 117 of the Federal Act and so long as such actions are required by the Federal Act, take the following actions:

- (A) Act in concert with the Chief Elected Officials to develop and submit a local plan to the Governor and shall develop the plan as set forth in Section 118 of the Federal Act; and
- (B) Select one-stop operators, youth providers, and identify eligible providers of training services and of intensive services; and
- (C) Establish, as a subgroup within each local board, a Youth Council appointed by the local board, in cooperation with the chief elected official for the local area, and
- (D) Subject to the approval of the Chief Elected Officials, develop a budget for the purpose of carrying out the duties of the Federal Act, and
- (E) Direct disbursement of funds for workforce investment activities; and
- (F) Employ staff; and

- (G) Solicit and accept grants and donations from sources other than Federal funds made available under the Federal Act; and
- (H) In partnership with the Chief Elected Officials, conduct oversight with respect to local programs of youth activities, local employment and training activities, and the one-stop delivery system in the WIA; and
- (I) Along with the Chief Elected Officials and the Governor, negotiate and reach agreement on local performance measures as provided in the Federal Act; and
- (J) Assist the Governor in developing the statewide employment statistics system described in Section 15(e) of the Wagner-Peyser Act; and
- (K) Coordinate workforce investment activities in the WIA with economic development strategies and develop other employer linkages with such activities; and
- (L) Promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision of connecting, brokering, and coaching activities, through intermediaries such as one-stop operators or through other organizations, to assist such employers in meeting hiring needs.

9. LIMITATIONS ON THE GLWIB. In accordance with Section 117(f), the GLWIB shall not provide training services described in Section 134(d)(4) of the Federal Act, unless a waiver is obtained from the Governor.

10. PROGRAM PROPERTY. In the event of termination of this Agreement, and after paying or providing for all outstanding obligations and contingent liabilities, any surplus property or proceeds from the sale of surplus property, to the extent permitted by requirements of the State then in effect, the unused funds appropriated to the GLWIB by the Parties shall be returned to the Parties according to the percentage in which those sums had been appropriated by the Parties to the GLWIB and any assets acquired with the Parties' funds subsequent to the execution of this Agreement for the use of the GLWIB, shall be divided between the Parties, or the proceeds of any sales thereof, in the same proportion as the appropriations made by the Parties to the GLWIB for such expenses since the effective date of this Agreement. Federal grant funds or state grant funds acquired for the use of the GLWIB shall be disposed of as required by state and federal law in the event of termination of this Agreement.

11. GRANT RECIPIENT AND FISCAL AGENT.

- (A) The local grant recipient and administrative entity for the WIA shall be Louisville/Jefferson County Metro Government (hereafter "Metro"). The Parties hereby assign to Metro's Department of Finance the fiscal agent powers to carry out the grant recipient responsibilities. Pursuant to Section 117(d)(3)(B), the Parties acknowledge that the Parties are liable for any misuse of the grant funds allocated to the WIA under Sections 128 and 133 of the Federal Act.
- (B) Metro shall act as employer of record for any staff hired for or directly by the GLWIB.
- (C) The Department of Finance of Metro (hereinafter referred to as "Fiscal Agent") shall have the following powers and duties:

- (1) Through a variety of grants and awards, the Fiscal Agent shall receive allotments of federal and state funding for various workforce related programs and services. The Fiscal Agent shall account for and report the use of those funds in the manner prescribed by the WIA, implementing regulations and grantor agency policy; and
- (2) Establish and maintain a system for regular monitoring and audits of its subrecipients in order to satisfy the requirements that funds are being expended according to subrecipient agreements and in compliance with applicable rules and regulations, and that activities being carried out are authorized by statute, grant agreement or policy; and
- (3) To disburse the funds immediately on receiving such direction from the GLWIB; and
- (4) To be reimbursed by GLWIB for any costs associated with such services rendered by the Fiscal Agent; and
- (5) To use the services of the various agencies of the Parties, including but not limited to financial, legal, purchasing and personnel services, unless otherwise prohibited by the Federal Act and subject to further Agreement between the Fiscal Agent and the agency for use of said services.

12. SUCCESSOR PROVISION. All duties, powers and appointment authority set forth in the prior Agreement to the offices of Mayor of the City of Louisville and the Judge/Executive of Jefferson County have been transferred to the office of Mayor of Louisville/Jefferson County Metro Government under KRS Chapter 67C as of January 6, 2003. All powers, duties and obligations of the Department of Finance of the City of Louisville have been transferred to the successor financial department established by the consolidated government under KRS Chapter 67C.

13. SUNSHINE PROVISIONS. Pursuant to Section 117(e) of the Federal Act, and pursuant to Kentucky Open Records Act and the Kentucky Open Meetings Act, the GLWIB shall make available to the public, on a regular basis through open meetings, information regarding the activities of the GLWIB, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of one-stop operators, and the award of grants or contracts to eligible providers of youth activities, and on request, minutes of formal meetings of the GLWIB.

14. LIMITATIONS. Pursuant to Section 117(f)(3) of the Federal Act, nothing in the Federal Act shall be construed to provide the GLWIB with the authority to mandate curricula for schools.

15. PRIOR AGREEMENTS. This Interlocal Agreement supersedes, replaces and rescinds any and all prior Interlocal Cooperation Agreements created or entered into between the parties, with respect to the subject matter of this agreement.

IN TESTIMONY WHEREOF, the Parties, after due adoption of resolutions and/or ordinances authorizing the same, acting by and through the Mayor and the County Judge/Executives, have executed and delivered this Agreement as of its effective date:

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
METRO COUNCIL**

Ordinance No.: _____, Series 2009

Enacted _____

Approved as to form:

Jerry E. Abramson, Mayor

Jefferson County Attorney

BULLITT COUNTY

HENRY COUNTY

COUNTY JUDGE/EXECUTIVE

COUNTY JUDGE/EXECUTIVE

OLDHAM COUNTY

SHELBY COUNTY

COUNTY JUDGE/EXECUTIVE

COUNTY JUDGE/EXECUTIVE

SPENCER COUNTY

TRIMBLE COUNTY

COUNTY JUDGE/EXECUTIVE

COUNTY JUDGE/EXECUTIVE

This Interlocal Cooperation Agreement is in proper form, and is compatible with the Laws of the Commonwealth of Kentucky; therefore, it is approved this _____ day of _____, 2009.

Attorney General

Exhibit 1 -- Representatives

The Directors shall be appointed by the Mayor of the Louisville/Jefferson County Metro Government or the County Judge/Executives of the Counties of Bullitt, Henry, Trimble, Oldham, Spencer and Shelby. (The Counties of Bullitt, Henry, Trimble, Oldham, Spencer and Shelby are referred to as NCK in the chart below.)

Nothing herein shall limit the power of the Mayor and the County Judge/Executives to appoint individuals or Directors of entities as they may determine to be appropriate.

The Mayor and the County Judge/Executives agree that, at a minimum, the appointments to the Corporation shall be made by each as follows:

REPRESENTATIVES OF GLWIB

Sector or Group	GLWIB Total	Lou/Jeff Co.	NCK
Chief Elected Official	1	1	0
The following require a minimum of 2 representatives per category:			
Local Education Entities	2	2	0
Labor Organizations	2	1	1
Community Based Services	2	1	1
Economic Development Agencies	2	1	1
The following represent a minimum of 1 representative per One-Stop Partner:			
WIA Programs Representative (WIA Program Management thru One-Stops)	1	1	0
Adult Education	1	1	0
Vocational Rehab	1	0	1
W-t-W (TANF)	1	1	0
Senior Community Service	1	1	0
Post-Secondary Vocational Education	1	1	0
OET (Wagner Peyser Act, Veterans, State Unemploy)	1	1	0
Total Non-Private Sector	16	12	4
Total Private Sector	<u>17</u>	<u>12</u>	<u>5</u>
Total Board Membership	33	24	9